



भारतीय मानक ब्यूरो
(दक्षिणी क्षेत्रीय कार्यालय प्रयोगशाला)
BUREAU OF INDIAN STANDARDS
(SOUTHERN REGIONAL OFFICE LABORATORY) NABL ACCREDITED



दक्षिणी क्षेत्रीय कार्यालय : पोस्ट बॉक्स नं. 8290
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SPEED POST

Our Ref: SROL/3:4:1

23 August 2011

Subject: SUPPLY OF NITROGEN CONCENTRATOR
TO

Dear Sirs,

Technical & Commercial Bids are invited from manufacturers for the supply of **NITROGEN CONCENTRATOR**, in separate SEALED covers, which should reach the undersigned latest by 1700 h, on **15 SEPTEMBER 2011**, at the following address.

BUREAU OF INDIAN STANDARDS
Southern Regional Office Laboratory
CIT Campus, 4th Cross Road
Taramani, Chennai 600 113

2. The detailed specification of the above mentioned equipment is given in Annex-I
3. Terms and conditions of supply are given in Annex-II
4. The technical Bids shall be opened in the Office of Sc.'F' & Head, Bureau of Indian Standards, Southern Regional Office Laboratory, at the address mentioned above at 1530 h on **16 SEPTEMBER 2011** and in the presence of such tenderers or their duly authorized representatives, who may like to attend.
5. Please note that the envelopes containing Technical & Commercial Bids are sealed properly i.e. either wax sealed or with adhesive cello tape on both ends. Unsealed and stapled envelopes shall not be accepted.
6. The specification and terms & conditions can also be downloaded from BIS Website – www.bis.org.in

Thanking you,

Encls: as above

Yours faithfully,


(N. AMIRTHALINGAPPA)
Scientist 'F' & Head

48. All question, disputes or differences arising under, out of or in connection with this Bid document shall be subject to the exclusive jurisdiction of Chennai Court.
49. The Bureau reserves the right to accept any tender in full or in part or to reject the lowest or any or all tenders without assigning any reason.


Sc. 'F' Director & Head
SROL

BUREAU OF INDIAN STANDARDS
SOUTHERN REGIONAL LABORATORY

Annexure-1

Subject: Purchase of NITROGEN CONCENTRATOR

SPECIFICATION

1.1.1 NITROGEN CONCENTRATOR:

Nitrogen Concentrator

TECHNICAL SPECIFICATION :

CONCENTRATOR : LOW VOLUME
Number of Samples : 50 Samples
Maximum Sample Volume : 35ml.
Evaporation Rates : Adjustable based on water bath temperature and evaporative gas flow rate. Final end point is achieved manually or with timer based.
Water bath Temperature : Adjustable from room temperature to 90°C. Temperature below ambient to 15 degree C can be regulated using the cooling capacity of the evaporation process itself.
Evaporation Nitrogen Gas : Maximum 100 psi Nitrogen Gas source with adjustable double stage regulator. Working gas pressure is between 0 to 30 psi.
User Friendly Programming: programmable individual rows for different timer end point and selected for switching on/off.
Test Tube Racks : With some standard test tubes custom made SS Rack to meet the requirement.
Exhaust Port : Suitable size of duct hose to be provided for above.
Power requirements : 210-240 V AC at 50 Hz
Time Range : 0 to 99 minutes
Temperature Range : Ambient to 90°C.

Optional Accessories:

S.S Test tube rack for Microlitre tube
S.S Test tube rack for RIA tube
S.S Test tube rack for 16 x 100mm
S.S Test tube rack for 15ml centrifuge tube
S.S Test tube rack for 20 x 150mm
S.S Test tube rack for 25 x 150mm
S.S Test tube rack custom made
S.S Rod for Disposable nozzle tips
Disposable nozzle tips (1000nos)

2. Warranty:

- 2 years warranty. Terms and conditions if any may please be given.

3. Annual Maintenance Contract:

- After expiry of warranty period, AMC for three years should be quoted along with terms and conditions and the payment details.

4. **Additional Requirements:**

- a) List of customers in and around Chennai/South India to whom instruments have been supplied by the manufacturer/agent.
- b) Feed-back from at least three customers who are using the same instrument.

In case of any deviation with specification, please justify the same and explain the suitability of your equipment to our application.

**BUREAU OF INDIAN STANDARDS
(SOUTHERN REGIONAL OFFICE LABORATORY)
Chennai 600 113**

TERMS & CONDITIONS

TENDER DOCUMENT:

1. The Tenderers are requested to give detailed tender in their own forms in two bids i.e.
Part - A Technical Bid.
Part - B Financial Bid.
 2. The specification of the equipment, has been specified. However, bidder(s) may be required to arrange practical demonstration of equipment/model(s) quoted by them before finalization of order.
 3. No tender documents will be issued by BIS, SOUTHERN REGIONAL OFFICE LABORATORY. Bidders are requested to download the Tender Documents and enclose a **NON-REFUNDABLE BID FEE OF RS.500/-**(Rupees Five Hundred gaonly) for each item separately, in the form of Demand Draft drawn in favour of BUREAU OF INDIAN STANDARDS payable at Chennai. The Bid fee should be enclosed only with the Technical bid.
 4. Tenders complete in all respects for each item should be submitted separately for **Technical** as well as **Financial bids as follows:**
 - a. One sealed envelope superscribed "**Technical Bid**" will contain only the Technical Specifications of the indented equipment as per details in Clause 6 of this tender terms and conditions.
 - b. A Second sealed envelope superscribed "**Financial Bid**" will contain only the financial bid in which price, maintenance, Annual Maintenance Contract Charges [AMC] etc. and any other information, which has financial implications, will only be given. The Demand Draft of the EMD (see Para 35) be placed inside a separate sealed envelope clearly marked 'EMD' on the right hand side corner of the envelope and be stapled along with this sealed envelope containing the Financial Bid.
- Both the above sealed envelopes are to be kept in a main envelope, superscribed as Tender No **SROL 3:4:1** for the supply of **NITROGEN CONCENTRATOR** due on **15 SEPTEMBER 2011** and duly sealed.
5. The **Technical Bid [Part A]** should accompany complete specification, Manufacturer's name, address and following details :
 - a. Expected life span of equipment and accessories.
 - b. List of infrastructural facilities and consumables to be arranged by the Bureau for commissioning of equipment,
 - c. List of the Users in India with complete postal address to whom the similar equipment has been supplied,

- d. Optional and any other essential items/accessories required for the maintenance of the equipment for the next three years.
 - e. Technical Literature of the equipment along with necessary photograph/drawings, if any
 - f. Deviation Statement Form (**See Annexure 1**)
 - g. Indication of conformity to our specification, by reproducing it or by a tick mark or "YES" against requirements of our specification, will not be acceptable. Actual technical details of the equipment quoted should be mentioned against the requirements of our specification.
6. Cost of the items should be mentioned clearly in the **Financial Bid [Part-B]** only. The following details need to be included :
- a. Price break-up of main equipment and accessories and consumables to be supplied by the party. The rates quoted should separately indicate Basic Cost, Excise Duty, Sales Tax, P&F charges, Freight, Insurance, VAT etc. Rates quoted should specifically state Sales Tax, Excise Duty or any other taxes/charges. In absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same shall be entertained. The Bureau pays full CST and neither Form C nor Form D is provided.
 - b. Rebate on the quoted price, if additional equipment is procured for any other BIS Lab,
 - c. The Annual Maintenance Contract charges for three years following the expiry of warranty period
 - d. The rates quoted shall be valid for a period of 120 days from the date of opening of the tender. However, the current value of the foreign currency would be applicable at the time of placing the order.
 - e. Packing, Forwarding, Freight & Insurance and Commissioning Charges, if any extra may be quoted separately in Financial Bid.
 - f. In case your quote is F.O.R./F.O.B. basis, estimated insurance coverage charges may be indicated.
 - g. Value of CIF(Carriage Inward & Freight) Chennai, both by Airfreight and Ocean freight, where applicable may also be indicated.
 - h. If there are any extra charges for installation, commissioning and training, the same may also be indicated in the financial bid.
7. In case of foreign quote, the Principal supplier should clearly indicate the address of the Indian Agent and percentage (%) of Agency Commission payable if any, to be paid to the Indian Agent in Indian Currency.
8. Indicate the names and addresses of reputed Indian Organizations where you have supplied similar equipment and attach report of satisfactory performance of the equipment from user Organizations.
9. (A) If you have supplied identical or similar equipment to Govt. Labs./Institutes, the details of such supplies for the preceding three years should be given together with the prices eventually or finally paid.
- (B) Based on the above information BIS will have its option to obtain

details of the equipment, their performance, after sales services etc. for evaluation of the tender, directly from the concerned Labs./Scientists etc.

10. Fax / E-mail / Telegraphic / Telex tenders shall not be considered.
11. Quotations/Bids, qualified by indefinite expressions as "Subject to immediate acceptance, Subject to prior sale" etc. and incomplete quotations are liable to be summarily rejected.
12. All Bank Charges inside and outside India, including opening of LC, communication, confirmation, amendments etc., will have to be borne by the supplier.
13. Details of after-sales services offered by you are to be made clear in the tender, along with the list of locations from where after sales services shall be provided, as also names of servicing agents.
14. **Delivery Period:** As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise the **tenderer will forfeit EMD, after maximum 10 days of the last date of delivery.**
15. The supplier will have to give along with the equipment complete drawings, circuit diagrams, service/maintenance manual & operating manual of the equipment. If the manuals are on chargeable basis, the same should be specified in the offer.
16. All goods shall be inspected by BIS preferably in the presence of supplier or his authorized representative, when the packages are opened in Labs on delivery and prior to installation. The decision of BIS shall be binding. Rejected items/goods/stores shall be removed by the supplier at his own cost and risk, within 30 days of receipt of notice for the removal of such goods, and no liability, whatsoever, on the Bureau shall be attached for the rejected/disapproved goods/items/stores
17. The Tenderer is required to furnish the Permanent Account Number (PAN) Allotted by the Income Tax Department.
18. In case of foreign quote, the address of Principal's / Manufacturer's and their Banker's details should be furnished.
19. The supplier is required to ensure having an import license for the equipment quoted where applicable as per GOI guidelines. Custom duty as applicable shall be payable by BIS.
20. (A) The successful bidder shall furnish with in 15 days of placement of the order an **unconditional Performance Bank Guarantee** valid till 60 days after the warranty period from a Nationalized Bank for 10% of the order value. On acceptance of this condition and submission of Bank Guarantee, the Letter of Credit will be opened for 100% order value. If the firm fails to submit the same, the Contract shall be deemed as terminated

and the firm will forfeit the EMD. The performance Bank Guarantee is to be given in the format enclosed at **Annexure 2** of this document.

- (B) **Payment to foreign suppliers :** 90% payment shall be made by Sight Draft / an Irrevocable Letter of Credit established in favour of the supplier through Canara Bank, Kasturiba Nagar, Chennai, for the order value, excluding the Agency Commission due to the Indian Agents, against the presentation of original Shipping documents. Balance 10% will be released after completion of satisfactory installation, commissioning and demonstration of the whole system and on completion of training. However Letter of Credit/Sight Draft arrangement will be made for 100% order value. The Agency Commission to the Indian Agent, if any and payable by BIS will be paid only after successful installation, commissioning and satisfactory demonstration and acceptance of the items ordered for.
- (C) **Payment for Indigenous items:** 90% payment shall be made against delivery, installation, Commissioning, training at site and on acceptance as per Purchase Order and balance 10% payment shall be made after the receipt of Performance Bank Guarantee from a Nationalised Bank, for 10% of the total order value, to be valid till 60 days after the warranty period.
21. The Bidder has to state in detail the Electrical Power/UPS requirements, floor space, head room, foundation needed and also to state whether Air-conditioned environment is needed to house the system and to run the tests. i.e. pre-installation facilities required for installation may please be intimated in the technical bid.
22. INSTALLATION: Bidder shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
23. In case of Foreign Quote, the mode of dispatch should be by Air Post Parcel/Ocean Freight/Air Freight (By Air India Freight) and on Freight to-pay basis only. The approximate dimensions of the packages and weight of consignment are to be indicated.
24. The makes / brand and name and address of the manufacturer, Country of Origin, Country of Shipment and currency in which rates are quoted are to be mentioned.
25. The local currency portion of the invoice shall be payable in equivalent Indian Rupees, within 30 days after the receipt of the equipment in good condition and after satisfactory installation and commissioning and demonstration.
26. The tender / quotation / offer submitted by you should be valid for a minimum period of one hundred and twenty (120) days from the date of opening the tender.

27. The quotation should be only in Indian Rupees for indigenous items. In case of foreign quote, the vendors may quote their rates in Indian Rupees as well as in Foreign Currency.
28. The Bidder who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit proforma invoice of their principals.
29. BIS will not provide any accommodation/transportation for the Engineers/Representatives for attending Installation, Commissioning and Demonstration Work. It is the absolute responsibility of the Principal Supplier/Indian Agent to make their own arrangements.
30. **WARRANTY** : The equipment is to be guaranteed for trouble free performance for a **minimum period of two years after installation.** The defects, if any, during the warranty period are to be rectified free of charge by arranging free replacement wherever necessary. The last six months of the warranty period shall be free of complaints, failing which the warranty period will get extended by another six months, which again shall be trouble free.
31. Details such as contact person, name, address, Fax and phone numbers of the agency responsible for on site warranty as well as the agency undertaking Annual Maintenance Contract/Comprehensive Service Maintenance Contract beyond warranty shall be provided in the **TECHNICAL BID**. In case of foreign quote, the details of the Indian Agent who shall undertake warranty and AMC beyond warranty shall be given in the **TECHNICAL BID**.
32. The supply of spare parts is to be guaranteed at least for a period of 10 years after the supply of the equipment.
33. No sub-contracting will be allowed for installation or maintaining system/equipment / instrument during or after warranty period.
34. Discount offered should be clearly mentioned in the financial bid.
35. Earnest Money Deposit(EMD) of Rs. **25,000/-** (RUPEES TWENTY FIVE THOUSAND ONLY) must be sent in a separate envelope along with your financial bid in the form of a Demand Draft, Banker cheque or Bank Guarantee(valid for atleast 120 days) from a Nationalized Bank, drawn in favour of BUREAU OF INDIAN STANDARDS payable at Chennai 600 113. The EMD of the successful bidder will be returned only after installation, commissioning, satisfactory demonstration and acceptance of the equipment by the user Scientist/HOD as per the terms of our purchase order. The EMD of the successful bidder may also be adjusted, if so desired by the bidder, against a part of performance security, provided it is valid till 60 days after the warranty period. The EMD of the unsuccessful bidders whose technical bid has not been found suitable will be returned within one month from the date of opening of the tender.
36. (A) Tenders not accompanied by Demand Draft/Bank Guarantee towards "Earnest Money Deposit" will be summarily rejected.
(B) Tenders, which are submitted without following the Two-Bid Offer System, will be summarily rejected.

(C) Unsigned Tenders will also be rejected.

37. Conditional Offers will not be considered.
38. If the supplier fails to Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of one percent value of the Purchase Order awarded, per every week delay subject to a maximum of 10% of the total value of the order and such money will be deducted from any money due or which may become due to the supplier.
39. Goods should not be dispatched until the Vendor receives a firm order.
40. Offers of firms which have already supplied similar equipment to BIS and have not completed required installation/commissioning/after sales service/warranty replacements etc. will not be considered for further evaluation and no enquiries thereafter will be entertained.
41. Tenders addressed to the Director, Bureau of Indian Standards, Southern Regional Office Laboratory, Chennai-113 are to be submitted for each item separately as detailed in Clause 5 of this tender terms and conditions
42. The tenders must be clearly written or typed without any cancellations / corrections or overwriting.
43. Please indicate page nos. on your quotation. E.g. If the quotation is containing 25 Pages, please indicate as 1/25, 2/25, 3/25 -----25/25.
44. **Last Date and Time for receipt of Tenders :** The tenders will be received in the Southern Regional Office Laboratory, Bureau of Indian Standards, Chennai 113 up to **1700 h on 15 SEPTEMBER 2011.**
45. BIS will not be responsible:
 - a. For delayed / late quotations submitted / sent by Post / Courier etc.
 - b. For submission / delivery of quotations at wrong places other than the Office of Director & Head, Southern Regional Office Laboratory, Bureau of Indian Standards, Chennai 600 113
46. **Date and Time of opening of Tenders:** The Tenders (Part – A Technical Bid only) will be opened at **1530 h on 16 SEPTEMBER 2011** in the presence of tenderers who wish to be present, who must carry a letter of authorization from the top management of the tendering firm.
47. The Date and Time of opening for Part B (Financial Bid) will be intimated only to pre-qualified and technically acceptable tenderers for the item at a later date.

ANNEXURE-1

DEVIATION STATEMENT FORM

- 1) The following are the particulars of deviations from the requirements of the tender document and specifications:

SRO CLAUSE	DEVIATION	REMARKS (IN SRO INCLUDING JUSTIFICATION)

PLACE:

DATE:

**SIGNATURE & SEAL OF THE
MANUFACTURER/BIDDER**

NOTE:

1. Where there is no deviation, the statement should be returned duly signed an endorsement indicating "No Deviations".

ANNEXURE-2

PERFORMANCE SECURITY FORM

To _____ (Name of Purchaser)

WHEREAS _____ (Name of supplier)

Hereinafter called "the Supplier" has undertaken, in pursuance of Contract No. _____ dated _____ to supply _____ (Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a Nationalized Bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of _____ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2011.

Signature and Seal of Guarantors

Date -----2011

Address -----

